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Copyright and trademarks

Copyright in the material and trademarks on this Site are owned by MAX Solutions Pty Ltd ("MAX") unless otherwise indicated, and you agree not to infringe any intellectual property rights owned by MAX.

You agree that information contained on this Site is for your personal use only and may not be sold, redistributed, or used for any commercial purpose (this includes but is not limited to the use of Advertiser contact details for unsolicited commercial correspondence). You may download material from this Site for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices.

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You may not use data mining, robots, screen scraping, or similar data gathering and extraction tools on this Site for establishing, maintaining, advancing, or reproducing information contained on our Site on your own website or in any other publication, except with Our prior written consent.

Information does not represent professional advice

You acknowledge and agree that information published on the Site by MAX is intended to provide general information in summary form only.

MAX does not endorse or recommend any of the jobs, business or self-employment opportunities advertised on the Site and MAX strongly recommends that prior to entering into any agreement with any of the Advertisers on the Site, you obtain your own independent legal, accounting, financial or taxation advice as appropriate. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise, and other information provided through the Site or on the Internet generally.

To maximum extent permitted by law, MAX will not be liable to you or anyone else for any decision made or action or omission taken by you or anyone else in reliance upon any information contained on or omitted from the Site.

No guarantees of job vacancy

MAX gives no guarantee to you of the continued availability of any job advertised on the Site and will not be liable to you should an Advertiser have filled the vacancy at any time prior to removal of the advertisement from the Site.

Whilst MAX takes efforts to ensure that jobs advertised are accurate and actual job vacancies, it gives no guarantee to you that every job advertisement represents an accurate or actual job vacancy.

No guarantees or endorsements of sites or services we link to or that link to us

MAX provides links and pointers to Internet sites maintained by third parties from its Site. Linked sites are not under the control of MAX and MAX is not responsible for the contents (including the accuracy, legality, or



decency) of any linked site or any link contained in a linked site. MAX is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by MAX of the linked site. MAX is not responsible for the copyright compliance of any linked site. MAX will not be liable for any damages or loss arising in any way out of or in connection with or incidental to any information or service provided by any third party.

No guarantees as to the service

MAX provides no warranty to you that the services generally available through its Site will be uninterrupted or error-free or that defects in the service will be corrected. MAX cannot and does not guarantee or warrant that files available for downloading through the Site or delivered via electronic mail through the Site will be free of infection or viruses, worms, Trojan horses, or other code that may contain contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.

Our rights to use information you send us

MAX welcomes ideas and feedback from you about all aspects of the Site. MAX may reproduce, distribute, transmit, create derivative works of, and publicly display any materials and other information (including ideas for new or improved products and services) that you submit to any public areas of the Site (such as bulletin boards, forums, and newsgroups) or by email to MAX. (Please read our privacy policy for more information as to how we deal with information you send to us.)

No guarantees as to security of your information

While MAX takes all due care in ensuring the privacy and security of the information you provide, the possibility exists that this information could be unlawfully used or observed by a third party while in transit over the Internet or while stored on MAX systems or on MAX's Site. MAX will take reasonable steps as required by Australian law to ensure this will not happen but will not take responsibility where the information is accessed illegally or where the user themselves has not taken adequate steps to ensure the privacy and security of their information.

Your responsibility for your password and email address account registration and third-party authentication

To become a registered user of the site, you must either provide an email address and password or authorise access via an existing account with a third-party service, such as Facebook, Google, or Microsoft ("Third-party Service Providers"). By opting for third-party authentication, you are permitting MAXConnect to use the authentication services of these Third-party Service Providers to verify your identity and facilitate your login.

When using a Third-party Service Provider to access the site, you affirm that you are authorised to use the respective third-party account and that you are responsible for ensuring the confidentiality and security of your account credentials. Furthermore, you agree to comply with the terms and conditions and privacy policies governing your chosen Third-party Service Provider's services. This includes understanding the scope of permissions granted to MAXConnect when using such third-party authentication services.

You are entirely responsible for maintaining the confidentiality of your account credentials, along with any activities that occur under your account credentials, whether authenticated via email and password or through a Third-party Service Provider. You are encouraged to use strong passwords and to regularly update them to enhance your account's security.



Should you wish to change your password or email address, or if you need to update other account details, you may do so at any time by following the instructions provided on our site or by contacting our customer service team. You have the right to disassociate or delete services attached to your registration.

You agree to immediately notify MAX Solutions of any unauthorised use of your email address, account credentials, or any other breach of security that you become aware of. This prompt reporting can help prevent or mitigate unauthorised access to your personal information and potential losses.

By using the site and opting for third-party authentication, you accept that you are also subject to the legal terms and privacy policies of the Third-party Service Providers. MAX Solutions is not responsible for any errors, omissions, or security failures originating due to the services provided by these third parties, nor for their management of your personal data.

No misrepresentations allowed

It is a condition of your use of the services provided by MAX or through the Site that you will not either through any act or omission mislead or deceive others.

General provisions

If any part of this agreement is deemed invalid that part shall be severed from this agreement and the remainder of this agreement will continue to be valid and enforceable.

Termination of this agreement will not end those provisions that are capable of surviving the ending of this agreement.

The laws governing this agreement will be the laws in Queensland, Australia.

For the purposes of this agreement the words "MAX", "MAX Solutions", "We", "Our" and "Us" refer to MAX Solutions Pty Ltd and "Site" to materials delivered on www.max-connect.com.au and other co-branded versions of the site.

Privacy

Definitions

Where used in this Statement, the term "personal information" has the meaning attributed to that term in the Privacy Act (Cth) 1988 ("Privacy Act").

This Statement has been prepared by MAX Solutions Pty Ltd interchangeably referred to in this Statement as ("MAX", "we", "us" and "our").

Users who log on to the Site but do not create an account are referred to generically in this Statement as "users" or "you".

Users who register on the Site to obtain services offered by MAX are referred to as Registered Users.

Unless the context provides otherwise, references in this Statement to "users" or "you" include references to generic users and Registered Users.

MAX's commitment to maintaining your privacy

MAX's Privacy Statement has been created because we value our users and recognise their right to keep personal information private. This Statement discloses our information gathering and dissemination practices for www.maxsolutions.com.au/max-connect ("the Site").



Collecting information on MAX visitors

MAX collects non-personal information on Site visits including, without limitation, which sections of the Site are most frequently visited, how often, and for how long. This data is always used as aggregated, non-personal information, and may be shared with MAX partners to provide them with information relating to how MAX visitors 'use' the Site. This is done for the purpose of providing you with the best and most efficient career management services.

IP Addresses

MAX's web servers gather your IP address to assist with the diagnosis of problems or support issues with our services, and to monitor the use of our Site.

Cookies

MAX uses cookies (small text files placed on your device) to enhance site navigation, analyse site usage, and assist in our marketing efforts. The site utilises the built-in cookie management provided by next-auth for authentication and session management through the front-end technologies of React and Next.js. By continuing to use the site, you consent to our deployment of cookies. Cookies allow us to remember your preferences, provide personalised content, and gather analytics to improve our service.

You can adjust your cookie preferences by modifying the settings in your browser. However, please note that disabling cookies may affect the functionality of the site and limit your access to certain features.

Third Party Measurement

In order to better understand our users, MAX utilises third parties to measure and assess Site traffic and mobile Site traffic. A tracking code is used to collect the following information on the usage of the Site:

- The number of page views (or page impressions) that occur on the site
- The number of unique visitors to the site
- How long these unique visitors (on average) spend on the site when they do visit; and
- Common entry and exit points into the site.

This aggregate, non-personal information is collated and provided to MAX to assist in analysing the usage of the Site. This data is also accessible by media organisations and research companies, for the purpose of conducting industry comparisons with other Internet websites.

Collecting information on MAX Registered Users

As part of registering with MAX, we collect personal information about Registered Users in order for Registered Users to take full advantage of MAX's services. To do this it will be necessary for Registered Users to provide additional information to MAX.

Storing your files

Registered Users may elect to store files such as resumes within their MAXConnect account and use those files when applying for a job. Deleting a file will mean it is no longer accessible to the Registered User. Deleted records may still be stored by MAX in testing or backup systems for a period of time.

MAX Profile

A MAX Profile can include basic personal details, answered questionnaires, resume, employment, and educational history, contact details and preferred job classifications and locations. Your MAX Profile is visible to MAX staff searching the database, and when you are referred for a job, your resume may be forwarded to the employer.

MAXConnect Terms and Conditions



All information provided when creating a MAX Profile (including your name, resume, email address, telephone numbers, employment, and educational history) may be used by MAX for the purpose of improving placement opportunities for you or for tailoring specific products to you. Registered Users can modify their resume at any time or modify their MAX Profile at any time.

You may request for your MAX profile to be deleted by contacting our Customer Service team. Deleted MAX Profiles may still be stored by MAX in testing or backup systems for a period of time. MAX reserves the right to disable or delete a MAX Profile at its sole discretion.

Storage & Security of Personal Information

MAX takes all reasonable steps to ensure the security of our system. MAX allows you to access your information at any time to keep it accurate and up to date. Any information which we hold for you is stored on secure servers that are protected in controlled facilities.

In addition, our employees and the contractors who provide services related to our information systems are obliged to respect the confidentiality and privacy of any personal information held by MAX. However, MAX will not be held responsible for events arising from unauthorised access of your personal information.

You can also play an important role in keeping your personal information secure, by maintaining the confidentiality of any password and accounts used on the Site. Please notify us immediately if there is any unauthorised use of your account by any other Internet user, or any other breach of security relating to your account.

Access to Your Information

Unless you become Registered User, MAX does not collect information that identifies you personally. If you become a Registered User, you are able to change, update, or request to delete your Profile at any time.

Data Transfers

Sometimes, we transfer information to third party contractors. By giving us your personal information, you consent to such disclosures. Where we transfer information, the recipients of such information are subject to a law, binding scheme or contract which effectively upholds principles for fair handling of the information that are similar in all material respects to the Australian Privacy Principles outlined in the Privacy Act.

Contact Us

If you have any questions about this Statement, the practices of this Site, or your dealings with MAX, you can contact us in the following ways:

Email: privacy@maxsolutions.com.au

Post: 4/107 Miles Platting Road, Eight Mile Plains, QLD 4113

Phone: 07 3727 1300

More Information About Privacy

Privacy Policy (maxsolutions.com.au)

For more information about privacy issues in Australia and protecting your privacy, visit the <u>Office of the</u> <u>Australian Information Commissioner's</u> website.